

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**Stephanie Christoff, Plaintiff**

|                      |              |
|----------------------|--------------|
| 4/23/12              | Page 1 of 16 |
| DOCUMENT             |              |
| ELECTRONICALLY FILED |              |
| DOC #:               |              |
| DATE FILED:          | 4-10-12      |

*(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)*

7:10 Civ. 8505 (C) (S)

- against -

Saturn Business Systems et. al.

## NOTICE OF MOTION

# MEMO ENDORSED

*(In the space above enter the full name(s) of the defendant(s)/respondent(s).)*

PLEASE TAKE NOTICE that upon the annexed affirmation of Stephanie Christoff,  
(name)  
affirmed on April 16, 2012, and upon the exhibits attached thereto (*delete if no*  
(date)  
*exhibits*), the accompanying Memorandum of Law in support of this motion (*delete if there is no*  
*Memorandum of Law*), and the pleadings herein, plaintiff/defendant will move this Court, before  
*(circle one)*  
Judge Seibel *(Judge's name)*, United States District/Magistrate Judge, for an order  
*(circle one)*  
pursuant to Rule \_\_\_\_\_ of the Federal Rules of Civil Procedure granting (*state what you want the*  
*Judge to order*). I have been actively seeking employment in my field as a Field Sales Account Manager for 2.6 yr  
My new potential employer has asked that I obtain a release from the invalid employment Saturn Business Sys-  
tems contract in writing from Judge Seibel stating that I am free to take my contacts/roledex/accounts to my  
new employer without fear of retaliation from Saturn Business Systems & that I still *can seek monetary damages*  
*against Saturn Business Systems.*

I declare under penalty of perjury that the foregoing is true and correct.

Signature Stephanie (Handwritten signature)

Address 30 Windsor Terrace, 3C  
White Plains, NY 10601

---

Telephone Number 914-471-2799

Fax Number (if you have one)

Rev. 05/2007

Application denied. I am presiding over a case  
alleging employment discrimination. I ~~thus~~ cannot  
provide an advisory opinion regarding a non-compete  
clause or other contractual provisions. So Ordered.

**Cathy Seibel, U.S.D.J.**

Dated: 4/19/12

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Plaintiff, Stephanie Christoff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

7:10 Civ. 8505 (C) (S)

- against -

Saturn Business Systems

AFFIRMATION IN  
SUPPORT OF MOTION

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I, Stephanie Christoff, affirm under penalty of perjury that:

1. I, Stephanie Christoff, am the plaintiff/defendant in the above entitled action,  
and respectfully move this Court to issue an order Legally release me from Saturn Emplmnt Contract.  
(state what you want the Judge to order)
2. The reason why I am entitled to the relief I seek is the following (state all your reasons using additional paragraphs and sheets of paper as necessary): I have been actively seeking employment in my field as a Field Sales Account Manager for 2.6 yrs. My new potential employer has asked that I obtain a legal written release from the invalid employment Saturn Business Systems from Judge Seibel stating that I am free to take my customer contacts/roledex/accounts to my new employer without fear of ↗

WHEREFORE, I respectfully request that the Court grant this motion, as well as such other and further relief as may be just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: White Plains, NY  
April 16, 2012  
(city) (day) (year)

Signature Stephanie Christoff  
Address 30 Windsor Terrace, 3C  
White Plains, NY 10601  
Telephone Number 914-471-2799  
Fax Number (if you have one) \_\_\_\_\_

Page 1

retaliation and/or future law suits from Saturn Business Systems to Plaintiff and/or future employer. Additionally, Plaintiff should continue to have the legal right to seek monetary damages from Saturn Business Systems for the wrongful termination and profit obtained as a result of harrassing the Plaintiff, Stephanie Christoff for her business that she brought to Saturn Business Systems from her previous experience.

Additionally, Plaintiff should have the right to seek monetary damages from Saturn Business Systems, due to Saturn's refusal to provide Plaintiff with a release letter from her invalid contract and lying about Plaintiff's Performance Evaluations.

This has impacted three potential job interviews which prevented Plaintiff from obtaining a position year to date. Plaintiff has explain why she has been unemployed in her field for 2.6 years, during every interview. Her negotiations to obtain a better paying job have been hampered because of the unemployment and the Saturn Business Systems contract where Saturn Business Systems acknowledges that they cannot find the original signed contract.

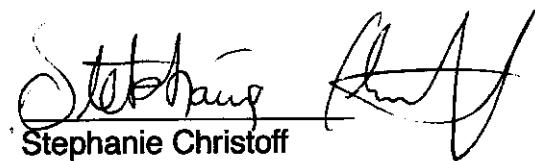
- 12/12/2011 Workforce Software-The interviewer assumed that I had lost my job as a result of performance. During the discovery process and deposition that was held after my interview, the Plaintiff was able to determine that Saturn Business Systems was having financial problems.
- 04/12/2012 Lewis Consulting wanted to send my resume to potential employers however, he also requires that I provide him with a release from contract.
- 04/12/2012 An offer letter was provided to me from PKA Technologies requiring a release letter from the illegal Saturn Business Systems contract. See attachment.
- 04/14/2012 Matthew Sinkman, Attorney for Saturn Business Systems refused to take action on my behalf. See email attachment.
- 04/15/2012 Plaintiff found the following website which lists New York State's applicable laws specific to sales representatives.  
[http://law.onecle.com/new-york/labor/LAB0A6\\_A6.html](http://law.onecle.com/new-york/labor/LAB0A6_A6.html)  
Let it be noted for the record, that during the Plaintiff's Discovery and request for financial statements from Defendants. Financial statements were tampered with which is a violation of Article 6-191 C. I was unable to ascertain if I was properly paid for the IBM Credit Corp. portion of my final hardware transaction.

Please take swift action to this motion by issuing a legal release letter that protects the Plaintiff and her future employer's in her industry from retaliation in her Industry of Information Technology from Saturn Business Systems, while allowing her to proceed with monetary damages.

Page 2

White Plains, NY

April 16, 2012



Stephanie Christoff

30 Windsor Terrace, 3C

White Plains, NY 10601

Phone: 914-471-2799

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Stephanie Christoff, Plaintiff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

7:10 Civ. 8505 (C) (S)

- against -

Saturn Business Systems et. al.

REPLY AFFIRMATION  
IN SUPPORT OF MOTION

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I, Stephanie Christoff, affirm under penalty of perjury that:  
(name)

1. I, Stephanie Christoff, am the plaintiff/defendant in the above entitled action, and  
(name) (circle one)  
submit this affirmation in further support of my motion to this Court for an order  
that the Saturn Business Systems employment contract is not enforceable.

(state what you want the Judge to order)

2. The reason why I am entitled to the relief I seek is the following (state your additional reasons  
using additional paragraphs and additional sheets of paper as necessary; you should not repeat information from your original  
affirmation): I am entitled to a legal opinion in writing that will protect the plaintiff, and her future employer from  
retaliation or future financial law suits from Saturn Business Systems attempting to enforce an illegally written  
employment contract that does NOT contain a specific timeframe, nor can Saturn Business Systems locate the  
original signed contract. Plaintiff should be free to take all of her customer contacts & accounts

WHEREFORE, I respectfully request that the Court grant my motion, as well as such other  
and further relief as may be just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: White Plains, NY  
April 16, 2012  
(city) (month) (day) (year)

Signature \_\_\_\_\_  
Address 30 Windsor Terrace, 3c  
White Plains, NY 10601  
Telephone Number 914-471-2799  
Fax Number (if you have one) \_\_\_\_\_

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Plaintiff, Stephanie Christoff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

- against -  
Saturn Business Systems et. al.

7:10 Civ. 8505 (C) (S)

AFFIRMATION IN OPPOSITION  
TO MOTION

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I, Stephanie Christoff, affirm under penalty of perjury that:  
1. I, Stephanie Christoff, am the plaintiff/defendant in the above entitled action, and  
(name) (circle one)  
respectfully submit this affirmation in opposition to the motion dated April 16, 2012,  
(date of motion) made by \_\_\_\_\_ asking that the court order the following relief:

(state what the moving party wants the Judge to order)

2. I have personal knowledge of facts which bear on this motion because \_\_\_\_\_.  
(state the basis on which you learned of the relevant facts)
3. The motion should be denied because (state your reasons using additional paragraphs and sheets of paper as necessary)  
\_\_\_\_\_  
\_\_\_\_\_
4. In view of the foregoing, it is respectfully submitted that the motion should be denied.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: White Plains, NY  
April (city) 16 (state)  
(month) (day) 2012 (year)

Signature Stephanie Christoff  
Address 30 Windsor Terrace, 3C  
White Plains, NY 10601  
Telephone Number 914-471-2799  
Fax Number (if you have one) \_\_\_\_\_

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**Folders**    [\[Add\]](#)    RE: RE: Email Verification-2nd Request of Verification Email    Saturday, April 14, 2012 12:16 PM

Inbox (1524)    "Stephanie Christoff" <stephaniechristoff@yahoo.com>

Drafts (87)    Sinkman@thsh.com

Sent

Spam (821)    [Empty]    Mr. Sinkman,  
I am so looking forward to the Summary. Obviously, the fact that Saturn Business Systems failed to maintain a copy of an enforceable employment contract is a violation of employee records. There was no oral agreement.

Trash    [Empty]

My Photos

My Attachments    Saturn Business Systems failed to produce a signed document with my signature as well falsification of employment reviews. Again, Saturn Business Systems did violate New York State law.

Sincerely,  
Stephanie Christoff

Invisible

— On Sat, 4/14/12, Sinkman, Matthew <[Sinkman@thsh.com](mailto:Sinkman@thsh.com)> wrote:

From: Sinkman, Matthew <[Sinkman@thsh.com](mailto:Sinkman@thsh.com)>  
Subject: RE: RE: Email Verification-2nd Request of Verification Email  
To: "Stephanie Christoff" <stephaniechristoff@yahoo.com>  
Date: Saturday, April 14, 2012, 12:06 PM

Stephanie,

We will not respond to the substance of your email. The legal impact of your agreement with Saturn, whether oral or written, is not something we will respond to in an email with you. We reserve all of our client's rights with respect to your agreement with Saturn.

Thank you.

**From:** Stephanie Christoff [mailto:[stephaniechristoff@yahoo.com](mailto:stephaniechristoff@yahoo.com)]  
**Sent:** Friday, April 13, 2012 11:15 AM  
**To:** Sinkman, Matthew  
**Subject:** Fw: RE: Email Verification-2nd Request of Verification Email

— On Fri, 4/13/12, Stephanie Christoff <[stephaniechristoff@yahoo.com](mailto:stephaniechristoff@yahoo.com)> wrote:

From: Stephanie Christoff <[stephaniechristoff@yahoo.com](mailto:stephaniechristoff@yahoo.com)>  
Subject: RE: Email Verification  
To: Sinkman@thsh.com  
Date: Friday, April 13, 2012, 11:03 AM

Mr. Sinkman,  
That being said there is not a binding contract nor noncompete clause with Saturn Business Systems because Saturn Business Systems did not include a timeframe in the unsigned contract, therefore Stephanie Christoff is not prohibited from taking her business acquired throughout her career to a new employer. Please verify.

Sincerely,  
Stephanie CHristoff

— On Fri, 4/13/12, Sinkman, Matthew <[Sinkman@thsh.com](mailto:Sinkman@thsh.com)> wrote:

From: Sinkman, Matthew <[Sinkman@thsh.com](mailto:Sinkman@thsh.com)>  
Subject: RE: Email Verification

To: "Stephanie Christoff" <stephaniechristoff@yahoo.com>  
Date: Friday, April 13, 2012, 10:55 AM

We do not.

-----Original Message-----

**From:** Stephanie Christoff [stephaniechristoff@yahoo.com]  
**Sent:** Friday, April 13, 2012 10:52 AM Eastern Standard Time  
**To:** Sinkman, Matthew  
**Subject:** Email Verification

Mr. Sinkman,

Please confirm that Saturn Business Systems does not have a copy of the signed employment contract between Stephanie Christoff and Saturn Business Systems from the commencement of employment beginning on 05/01/2005.

Sincerely,  
Stephanie Christoff

914-471-2799

\*\*\*\*\*  
U.S. Treasury Circular 230 Notice U.S. Treasury Regulations require us to inform you that any U.S. tax advice in this communication cannot be used by you (i) to avoid tax penalties or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.  
\*\*\*\*\*

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April 18, 2005

Dear Stephanie:

I am pleased to offer you the position of Account Representative at Saturn Business Systems.

In this capacity, you will be responsible for obtaining accounts in the New York Tri-State area while reporting to me, George Pappas, as I will be your Sales Manager.

Your compensation plan is outlined in the enclosed document. Please review the document and return it signed, to me, at your earliest convenience.

We look forward to a long and mutually rewarding career. You can be assured of my total commitment in assisting you and ensuring your success.

Sincerely,

George Pappas  
Sales Manager

Page 2 of 3

COMPENSATION PLAN

Salary \$55,000 per year  
Salaries are paid bi-weekly

COMMISSIONS

Commissions will be paid on payment of invoice(s), bi-weekly, during regular payroll.

Commissions will be paid on the gross profit of the sale. Gross profit is defined as the selling price less cost of goods and services sold.

Commission rate is 25% of the Gross Profit.

NON-COMPETE AGREEMENT

Employee recognizes that the various items of information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the information to employee: Employee agrees and covenants that 5 accounts, to be named by Saturn Business Systems, that have been opened and made active, during employment period with Saturn Business Systems, will remain the property of said company and will not be called on, sold to, or engaged after voluntary or involuntary termination of the employment contract results by the employee prior to start date of the Employment Contract. Employee will submit a list of named accounts that are deemed exempt from the list of accounts from which Saturn Business Systems will be allowed to prohibit sales efforts/activity

Benefits including Medical, vacation, 401K plan etc will be outlined in another letter.

Page 3 of 3

This plan will be in effect for one (1) year from the date of acceptance. There are no other agreements, either written or verbal, regarding the compensation plan. This plan will automatically be renewed at the end of the period, unless written notification is given thirty (30) days prior to the expiration date.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Christoff



## Offer Letter and Information

Felise Katz <felise.katz@pkatech.com>  
To: Stephanie Christoff <schristoff88@gmail.com>  
Cc: felise.katz@pkatech.com

Wed, Apr 11, 2012 at 7:32 PM

Stephanie - Hi...

As discussed, attached is the offer letter, Health Plan options and the PKA Commission Plan.

As stated in the letter and as per our conversations, the employment offer can only go into effect once you have in writing a release from your Non-Compete from Saturn Business Systems.

Please call or email me with any questions and please confirm receipt of this email.

Thank you!

Felise

Felise Katz, CEO

PKA Technologies, Inc

Direct: 845.738.2307 – Cell - 845.729.3071 [www.pkatech.com](http://www.pkatech.com)

Come WINE about BIG DATA!

The advertisement features two main sections. On the left, a black and white photograph of a person's face partially submerged in water, with bubbles rising around them. Overlaid on the top right of the photo is a rectangular box containing the text: "CITY WINERY", "FRIDAY APR 26, 2012", "4PM EAST COAST", and "5:30PM WEST". At the bottom of this section are the phone number "(800) 486-6461" and the website "www.pkatech.com". On the right side of the ad is a vertical column of logos for "pkatech", "hp", "intel", "redhat", and "VMware".

**Stephanie Christoff, Plaintiff**

*(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)*

7:10 Civ. 8505 (C) (S)

- against -

Saturn Business Systems et. al

## AFFIRMATION OF SERVICE

*(In the space above enter the full name(s) of the defendant(s)/respondent(s).)*

I, Stephanie Christoff, declare under penalty of perjury that I have  
(name)

served a copy of the attached Motion requesting Judge Seibel provide a release letter from Saturn contract  
*(document you are serving)*

upon Andrew Singer whose address is \_\_\_\_\_  
*(name of person served)*

**Tannenbaum Helpern Syracuse & Hirschtritt LLP** 900 Third Avenue, New York, New York 10022  
*(where you served document)*

**by U.S. Mail** *(how you served document: For example - personal delivery, mail, overnight express, etc.)*

Dated: White Plains, NY  
(town/city)      (state)

Stephanie Clark

30 Windsor Terrace, 3C

Address

**White Plains, NY**

City, State

10601

Zip Code

914-471-2799

Telephone Number

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**Plaintiff, Stephanie Christoff**

*(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)*

7:10 Civ. 8505 (C) (S)

- against -

Saturn Business Systems

## AFFIRMATION OF SERVICE

*(In the space above enter the full name(s) of the defendant(s)/respondent(s).)*

I, Stephanie Christoff  
*(name)*, declare under penalty of perjury that I have  
served a copy of the attached Motion requesting Judge Seibel to provide a release letter  
*(document you are serving)* from Saturn Contract  
upon Judge Seibel whose address is The Hon. Charles L Brie  
*(name of person served)*  
Federal Building & United States Courthouse, Court Room 218, 300 Quarropas St., White Plains, NY 10601-4150  
*(where you served document)*  
by Personal Delivery to Pro Se Clerk Office  
*(how you served document: For example - personal delivery, mail, overnight express, etc.)*

Dated: White Plains, NY  
(town/city) (state)

April 16, 2012  
*(month)* *(day)* *(year)*

  
Stephanie Ruff

## **30 Windsor Terrace, 3C**

---

**White Plains, NY**

1998-00000000

*Zin Gada*

814-431-0700

Telephone Number

Telephone Number

Stephanie Christoff, Plaintiff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

7:10 Civ. 8505 (C) (S)

- against -

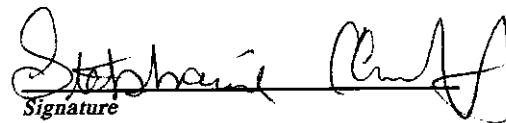
Saturn Business Systems et. al

AFFIRMATION OF SERVICE

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I, Stephanie Christoff, declare under penalty of perjury that I have  
(name) <sup>to</sup>  
served a copy of the attached Motion requesting Judge Seibel provide a release letter from Saturn contract  
(document you are serving)  
upon Judge Smith whose address is Fed Bldg & U.S. Court  
(name of person served)  
House, 300 Quarropas St, Court room 520, White Plains, NY 10601-4150  
(where you served document)  
by Personal delivery to Pro Se Clerk  
(how you served document: For example - personal delivery, mail, overnight express, etc.)

Dated: White Plains, NY  
(town/city)                  (state)                   
April 16, 2012  
(month)                  (day)                  (year)                 

  
Signature

30 Windsor Terrace, 3C

Address

White Plains, NY

City, State

10601

Zip Code

914-471-2799

Telephone Number



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEMORANDUM

Pro Se Office

To: The Honorable Cathy Seibel, USDJ

*TO* → From: White Plains Pro Se Clerk, K.D.S.

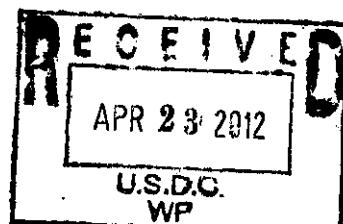
Date: 4/18/12

Re: Christoff v. Saturn Business System ID Civ. 8505 (CS) ( )

The attached document, which was received by this Office on 4-16-12, has been submitted to the Court for filing. The document is deficient as indicated below. Instead of forwarding the document to the docketing unit, I am forwarding it to you for your consideration. See Fed. R. Civ. P. 5(d)(2)(B), (4). Please return this memorandum with the attached papers to this Office, indicating at the bottom what action should be taken.

- No original signature.  
 No affirmation of service/proof of service.  
 The request is in the form of a letter.

Other: Your Honor, the plaintiff's motion includes a Reply affirmation in support as well as an affirmation in opposition to her own motion.



ACCEPT FOR FILING

RETURN TO PRO SE LITIGANT

Comments:

for endorsement

Please dockee  
stalea memo  
Endorse  
Notice of Motion  
CS

Cathy Seibel

United States District Judge

United States Magistrate Judge

Dated: 4/19/12